

<i>SERFF Tracking Number:</i>	<i>ASPX-125274936</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Reliable Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025904</i>
<i>Company Tracking Number:</i>	<i>PM AR02381ARF01</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>SCO - Boats</i>		
<i>Project Name/Number:</i>	<i>SCO - Boats/PM AR02381ARF01</i>		

## Filing at a Glance

Company: American Reliable Insurance Company

Product Name: SCO - Boats

SERFF Tr Num: ASPX-125274936 State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-025904

Sub-TOI: 09.0000 Inland Marine Sub-TOI

Co Tr Num: PM AR02381ARF01

State Status:

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Author: SPI AssurantPC

Disposition Date: 10/18/2007

Date Submitted: 08/27/2007

Disposition Status: Approved

Effective Date Requested (New): 03/01/2008

Effective Date (New): 03/01/2008

Effective Date Requested (Renewal):

Effective Date (Renewal):

05/01/2008

## General Information

Project Name: SCO - Boats

Status of Filing in Domicile:

Project Number: PM AR02381ARF01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/18/2007

State Status Changed: 08/28/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Dear Commissioner:

American Reliable Insurance Company is submitting a revised form filing for our watercraft program. We are requesting effective dates on and after March 1, 2008 for New Business and May 1, 2008 for Renewal Business.

We have enclosed the required state transmittals as well as the filing memorandum, forms and forms list for this program.

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We request the option of moving boxes, reformatting text and changing page size to accommodate system programming and client needs. The language will remain the same as approved by the Department.

We hope you will be in a position to grant favorable consideration to this submission. Should you have any questions or require additional information, feel free to contact me at the e-mail address or telephone number listed below.

Respectfully yours,  
Theresa Elijah  
Regulatory Analyst  
1-800-535-1333, ext 632  
theresa.elijah@assurant.com

## Company and Contact

### Filing Contact Information

Theresa Elijah, 8655 East Via De Ventura Scottsdale, AZ 85258	(800) 535-1333 [Phone] ( ) -[FAX]
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### Filing Company Information

American Reliable Insurance Company 11222 Quail Roost Dr Miami, FL 33157 (305) 253-2244 ext. [Phone]	CoCode: 19615 Group Code: 19 Group Name: Assurant, Inc. Group FEIN Number: 41-0735002 -----	State of Domicile: Arizona Company Type: State ID Number:
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## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	10/18/2007	10/18/2007
Objection Letters and Response Letters			

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	08/30/2007	08/30/2007	SPI AssurantPC	10/11/2007	10/11/2007
Industry						
Response						

<i>SERFF Tracking Number:</i>	<i>ASPX-125274936</i>	<i>State:</i>	<i>Arkansas</i>
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## Disposition

Disposition Date: 10/18/2007

Effective Date (New): 03/01/2008

Effective Date (Renewal): 05/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	ASPX-125274936	State:	Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	A7095E0808-AR-WC	Approved	Yes
Form	BOATOWNERS POLICY	Approved	Yes
Form	AGREED VALUE ENDORSEMENT	Approved	Yes
Form	REPLACEMENT COST ENDORSEMENT	Approved	Yes
Form	ADDITIONAL INSURED	Approved	Yes
Form	REPLACEMENT COST PERSONAL EFFECTS	Approved	Yes
Form	WATERCRAFT AMENDATORY ENDORSEMENT	Approved	Yes

SERFF Tracking Number: ASPX-125274936 State: Arkansas  
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TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
Product Name: SCO - Boats  
Project Name/Number: SCO - Boats/PM AR02381ARF01

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 08/30/2007  
Submitted Date 08/30/2007  
Respond By Date 09/27/2007

Dear Theresa Elijah,

This will acknowledge receipt of the captioned filing.

Please amend the mold exclusion for compliance with Bulletin No. 10-2002. Punitive damages must be defined per Bulletin No. 4-82. Additionally, the arbitration provision must comply with Bulletin No. 19-89. Lastly, per Ark. Code Ann. 23-66-206(9)(B), the loss payee or lienholder must be given 20 days' notice of cancellation or 10 days' notice for non-payment.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/11/2007  
Submitted Date 10/11/2007

Dear Alexa Grissom,

### Comments:

This letter is in response to your objection letter.

### Response 1

Comments: Please see the attached endorsement which will address the items mentioned in your objection letter.

### Changed Items:

### Supporting Document Schedule Item Changes

Satisfied -Name: A7095E0808-AR-WC

*SERFF Tracking Number:*      *ASPX-125274936*                      *State:*                      *Arkansas*  
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*Product Name:*              *SCO - Boats*  
*Project Name/Number:*      *SCO - Boats/PM AR02381ARF01*  
**Comment: A7095E0807-AR**

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope you will be in a position to grant favorable consideration to this resubmission. Please contact me if you have any questions or need further information.

Thank you,

Theresa Elijah

Sincerely,  
SPI AssurantPC

SERFF Tracking Number: ASPX-125274936 State: Arkansas

Filing Company: American Reliable Insurance Company State Tracking Number: AR-PC-07-025904

Company Tracking Number: PM AR02381ARF01

TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations

Product Name: SCO - Boats

Project Name/Number: SCO - Boats/PM AR02381ARF01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	BOATOWNERS POLICY	A7006P0707	07	Policy/Cove rage Form	Replaced Form #:0.00 A7006P Previous Filing #:		A7006P0707 .PDF
Approved	AGREED VALUE ENDORSEMENT	A7064E0607	07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 A7064E Previous Filing #:		A7064E0607 .PDF
Approved	REPLACEMENT COST ENDORSEMENT	A7070E0707	07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 A7070E Previous Filing #:		A7070E0707 .PDF
Approved	ADDITIONAL INSURED	A7087E0607	07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 A7087E Previous Filing #:		A7087E0607 .PDF
Approved	REPLACEMENT COST PERSONAL EFFECTS	A7090E0607	07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 A7090E Previous Filing #:		A7090E0607 .PDF
Approved	WATERCRAFT AMENDATORY ENDORSEMENT	A7095E0807	07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 A7095E Previous Filing #:		A7095E0807 .PDF



# American Reliable Insurance Company

A Stock Insurance Company

8655 E Via De Ventura  
Scottsdale, AZ 85258-3321  
(800) 535-1333 (480) 483-8666

A.M. Best Rated A-, Excellent

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## *WATERCRAFT POLICY*

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***DEAR POLICYHOLDER:***

*In the event you need to contact someone about this policy, please contact your agent.  
If you have additional questions or need further information, you may  
contact us at the address and telephone numbers shown above.*

*We welcome you as a policyholder of American Reliable Insurance Company.*

# POLICY INDEX

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## AGREEMENT

This is a contract between **You** and us. We will provide the insurance coverage described in this policy in return for the premium and compliance with the policy provisions.

## DEFINITIONS

Throughout this policy "**You**" and "**Your**" refer to the named insured on the Declarations Page, and the spouse if a resident in the same household. "We," "us" and "our" refer to the company providing this insurance. Certain other words and phrases in the policy are defined as follows:

1. **Actual Cash Value** means the cost to repair or replace property with new materials of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.
2. **Business** means:
  - a. Any full-time or part-time trade;
  - b. Profession; or
  - c. Occupation engaged in for economic gain.Entertainment for which there is no direct payment is not business.
3. **Dinghy/Tender** means any small craft owned by **You** which is used to service and maintain the **Insured Watercraft** as named on the Declarations Page.
4. **Family Member** means a person related to **You** by blood, marriage or adoption who is a resident of **Your** household, including a ward or foster child.
5. **Inherent Vice** means any existing condition, defect, decay or the inherent nature of **Your Insured Watercraft** or any part of **Your Insured Watercraft** which will cause it to deteriorate with a lapse of time or any quality in the insured property that causes it to damage or destroy itself.
6. **Insured Person** means **You**, a **Family Member** or any other person or organization using the **Insured Watercraft** with **Your** prior permission, without charge. It does not include any person or organization or employee thereof operating or owning a salvor or towing service, yacht club, boat repair yard, shipyard, marina, sales agency or similar business. Insurance provided other persons or organizations under this policy does not cover their liability to **You** or to **Your** spouse.
7. **Insured Watercraft** means:
  - a. the watercraft named on the Declarations Page, including its motor (s), spars, sails, winches, rigging, furniture, dinghies/tenders, fittings and other equipment normally required for the operation, navigation or maintenance of the **Insured Watercraft**. There is no coverage for fuel.
  - b. machinery which includes the propulsion equipment, power generating equipment, rudders, propellers, struts and shafts, whether located inside or fixed to the outside of the **Insured Watercraft**.
  - c. any watercraft which **You** acquire during the policy period if **You** notify us within thirty 30 days of the time **You** acquire ownership of the watercraft and pay any additional premium required.

The limit of insurance applicable to any watercraft **You** acquire will be its **actual cash value**, but not more than 150% of the highest limit on the Declarations Page for Section A – Property Damage Coverage.

- d. only under Section B, Watercraft Liability, **Insured Watercraft** also means any other similar watercraft not owned in whole or in part by **You** or a **Family Member**, and not furnished to **You** or a **Family Member** on a regular basis. Use of the other similar watercraft must be without charge, for private pleasure only, and with the permission of the owner.
8. **Latent Defect** means a hidden flaw in the materials, parts and components of the **Insured Watercraft** existing at the time of the manufacture and/or resulting from repairs, which is not discoverable by visual observation or ordinary means of testing.
9. **Lay Up** means taking **Your Insured Watercraft** out of active service. During the **Lay Up** period shown on the Declarations Page, **Your Insured Watercraft** cannot be used for any boating activities or as living quarters by **You** or any **Insured Person**.
10. **Manufacturing Defect** means a flaw in the material or machinery existing at the time of the building of:
  - a. **Your Insured Watercraft**; or
  - b. Any part of **Your Insured Watercraft**;Whether or not detected by sight or other standard testing.
11. **Mold** means any mold, fungi, organic pathogen, bacteria, virus or their spores, scent or by products of any type of nature that cause, threaten to cause, or are alleged to cause physical damage, deterioration, loss of use, and/or loss of value or marketability, to any tangible property or that can cause, threaten to cause or are alleged to cause harm of any type to any living organism. This includes, but is not limited to, any type of mold that is harmful to or is potentially harmful to the health or welfare of persons (such as *Stachybotrys* and others), and/or that is damaging or potentially damaging to tangible property (including wet or dry rot, mildew and others).
12. **Personal Effects** means wearing apparel, sports equipment and other personal effects belonging to **You**, any **Family Member**, guests, or volunteer crew at **Your** election. It does not include money, traveler's checks, securities, valuable papers or other documents, computer hardware or software, cell phones, pagers, jewelry, watches or furs, gems, precious stones, silver, gold, or other precious metals, collectibles, antiques, liquor, firearms, galley supplies or provisions or other consumables, animals, birds, or fish, or merchandise for sale or exhibition.
13. **Personal Watercraft** means a **Watercraft** such as a jet ski, wave runner or similar craft which uses an inboard motor powering a water jet pump as its primary source of power and which is designed to be operated by a person sitting, standing, or kneeling on the vessel rather than inside it.
14. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **Remediation** means to test for, monitor, clean up, treat, eliminate, prevent, detoxify, neutralize, contain, remove, dispose of, or in any way respond to or assess the effects of **mold**.
16. **Tropical Depressions, Tropical Storms, Hurricanes and Nor'easters** mean those weather systems so designated by the U.S. National Weather Service and/or the National Hurricane Center.
17. **Uninsured Watercraft** means a watercraft of any type:
  - a. for which no bodily injury liability insurance policy or bond applies at the time of the accident;
  - b. for which the bond or insurance company denies coverage or is, or becomes insolvent; or

- c. which is a hit-and-run watercraft whose owner or operator cannot be identified, that comes into physical contact with **Your Insured Watercraft** or any of **You**.

**Uninsured Watercraft** does not mean:

- a. A watercraft owned by, rented or chartered to, furnished or available for regular use by an **Insured Person**; or
  - b. Owned by any governmental unit or agency.
18. **Wreck** means **Your Insured Watercraft** has been damaged to such an extent as to render **Your Insured Watercraft** not navigable and we determine **Your Insured Watercraft** to be a total or constructive total loss.

## SECTION A – PROPERTY DAMAGE COVERAGE

### 1. WHAT WE INSURE

#### a. Watercraft and Trailer

We cover the **Insured Watercraft** and trailer as described in the Declarations Page while the **Insured Watercraft** is afloat, on shore or being transported on a land conveyance including loading and unloading. We cover the trailer used for transportation of the **Insured Watercraft** if an amount of insurance is shown for the trailer on the Declarations Page.

#### b. Personal Effects

We cover **Personal Effects** while they are on board or being carried on, to or off the **Insured Watercraft**. We will pay **You** up to the limit shown on the Declarations Page for **Personal Effects** coverage. This coverage is subject to a \$250 deductible. The OTHER INSURANCE paragraph under Section E General Provisions does not apply to a **Personal Effects** loss insured under this Section A-Property Damage.

### 2. COVERAGE PROVIDED

We will pay for any accident which is the proximate cause of physical loss to the insured property less any applicable deductible shown on the Declarations Page, unless the loss is excluded in the policy.

### 3. LIMIT OF LIABILITY

A total loss occurs when **Your Insured Watercraft** is destroyed or lost. **Your Insured Watercraft** is considered a constructive total loss when the reasonable expense of recovering and repairing **Your Insured Watercraft** exceeds the value as shown on the Declarations Page. **Your Insured Watercraft** is considered lost when it is not found within 30 days of the date it is reported as missing.

In the event of loss or damage to **your insured watercraft**, we will pay the lowest of the following amounts:

- (1) The coverage limit shown on the Declarations Page;
- (2) **Actual Cash Value** at the time of loss;
- (3) The cost of repair subject to depreciation;
- (4) The cost of replacement.

We may elect to replace the **Insured Watercraft** with property of similar kind, quality and value with deduction for depreciation.

If we pay you in cash an amount equal to the **Actual Cash Value** of your property before the loss, we have the opportunity to take legal title and possession of your property.

The cost of repairs shall be determined by yacht repair yards, equipment repairers or surveyors agreeable to us.

The amount we will pay for a total loss shall be reduced by the amount paid for repairs of prior covered damage not completed at the time of the total loss.

### 4. DEDUCTIBLE

- a. We will adjust each claim separately for a covered loss to **Your** insured property; the amount of each adjusted claim will be automatically reduced by the Deductible Amount shown on the Declarations Page. When applying the deductible, we will treat each covered loss as a separate claim and any two or more covered losses resulting from the same accident or occurrence as one claim. No deductible will be applied in the event of a total loss to **Your Insured Watercraft** except for conditions outlined in paragraph b. below.
- b. If a Windstorm Deductible amount is shown on the Declarations Page, we will apply the Windstorm Deductible to covered losses caused by wind, rain, wave or hail when those losses are the result of a **Tropical Depression, Tropical Storm, Hurricane, or Nor'easter**. The Windstorm Deductible will replace the deductible shown on the Declarations Page for **Your Insured Watercraft** and will be applied to the amount of each loss. It will be applicable to all partial losses and in the case of a total loss or constructive total loss; the Windstorm Deductible will be subtracted from the limit of liability that applies to **Your Insured Watercraft**.

### 5. REPAIRS

We will pay the cost to repaint or resurface the damaged area using standard marine repair practices so that it will reasonably match the original color.

If there is an insured loss to wood, metal, rubber, plastic, or fiberglass portions of **Your Insured Watercraft** or trailer, we will pay the lesser of:

- a. The cost of repairing in accordance with standard marine repair practices; or
- b. The cost of making repairs according to the recommended specifications of the manufacturer of **Your Insured Watercraft** or trailer.

If, in the event of a partial loss, **You** choose not to have repairs or replacements made to the covered property, we will pay no more than the **Actual Cash Value** of the damaged parts; but in no case will payment exceed the cost to repair or replace with material of like kind and quality.

### 6. SALVAGE COSTS

We will pay for salvage charges **You** incur arising from a covered loss. Payments for salvage charges will be in addition to any other payments we make for losses covered by this policy. However, the most we will pay for salvage charges is the Section A: Property Damage Coverage limit shown on the Declarations Page. The Section A: Property Damage Coverage Deductible Amount does not apply to this coverage.

### 7. EMERGENCY TOWING AND ASSISTANCE

We will pay **You** up to the limit shown on **Your** Declarations Page for the reasonable costs **You** incur resulting from the following emergency services for commercial assistance while **Your Insured Watercraft** is afloat or away from safe harbor.

- a. Emergency towing to the nearest place where the necessary repairs can be made;
- b. Emergency delivery of fuel, oil, parts or loaned battery (excluding the cost of these items themselves) and emergency labor, while away from safe harbor.

All other provisions of this policy will apply. This coverage is not subject to any deductible.

## 8. APPRAISAL

If we and **You** do not agree on the amount of loss, either may demand an appraisal of the loss. Each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will separately state the amount of loss. If they fail to agree, they will submit their findings to the umpire. A decision agreed to by any two will be binding.

Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

## 9. STORAGE

If you are not able to use **Your Insured Watercraft** due to a covered loss, we will pay up to \$10 per day for expenses incurred for storing **Your Insured Watercraft**. If the watercraft can be repaired, we will provide payment only for the time reasonably required to repair **Your Insured Watercraft** up to a maximum of \$150. This coverage does not increase the Limit of Liability applying to the property being repaired.

## 10. EXCLUSIONS THAT APPLY TO SECTION A

We do not provide coverage under Section A Property Damage Coverage for losses:

- a. Due to and resulting from: a) wear and tear; b) gradual deterioration; c) weathering; d) mildew or wet and dry rot or dampness of atmosphere; e) marring, denting, scratching, chipping or electrolysis; f) corrosion or rust; g) manufacturer's defects or defective or improper design; h) osmosis, delamination, bubbling or blistering; i) mechanical or electrical breakdown; or j) **Inherent Vice**
- b. Due to and resulting from: a) birds, b) rodents, c) insects, or d) animals or marine life. However, if any of these results in fire, sinking, dismasting, collision or stranding of **Your Insured Watercraft**, the resulting physical damage will be covered.
- c. Arising out of or resulting from intentional acts of willful misconduct or illegal acts of any person insured under this policy.
- d. Resulting directly or indirectly from ice, freezing or extremes of temperature.
- e. Due to confiscation by duly authorized governmental or civil authority.
- f. Due to theft or unexplained disappearance of **Personal Effects** or **Insured Watercraft** unless:
  - (1) there is theft of **Your** entire **Insured Watercraft**; or
  - (2) there is evidence of forcible removal.
- g. Arising out of or from any **Business** use.
- h. To moorings, cradles, dock boxes, lifts, or shore stations;
- i. To **Personal Watercraft**.
- j. Which occurs while the **Insured Watercraft** is being operated in any organized race or speed contest except sailing vessels, in which case only damage to masts, spars, rigging and sails is excluded

- k. To electrical apparatus caused by electricity, other than lightning, unless fire results, and then only for loss caused by the resulting fire.
- l. Involving wages or provisions furnished to master or crew.
- m. Caused by or resulting from loss of use, delay or loss of value.
- n. Due to a lack of reasonable care or due diligence in the maintenance or care of **Your Insured Watercraft**.
- o. From seizure and/or overheating of motors unless caused by a covered loss.
- p. To any item having a **Latent Defect**. However, any resulting loss or damage to **Your Insured Watercraft** will be covered.

## SECTION B – WATERCRAFT LIABILITY

### 1. COVERAGE PROVIDED

We will pay for damages for bodily injury or property damage for which any **Insured Person** becomes legally liable through the ownership, maintenance or use of the **Insured Watercraft**. This includes:

- a. Attempted or actual raising, removal or destruction of the **Wreck** of **Your Insured Watercraft**, if such removal is required by law and the peril causing the loss is covered. This is not additional insurance, but is included in the limit of Watercraft Liability coverage.
- c. Damage or losses resulting from any one accident or occurrence; with respect to pollution that **You** are required by law to clean up, remove or contain a **Pollutant** that was accidentally discharged, spilled, leaked or emitted from **Your Insured watercraft** into the waters, we will pay up to Section B: Liability Coverage limit shown on the Declarations Page, or \$800,000, whichever is greater.

For purposes of this coverage accidental does not include any seepage from any mechanical equipment or from a manufacturers defect to **Your Insured Watercraft**. Coverage will not be provided for any seepage or discharge, continuous or intermittent, which occurs over a period of time or which could have reasonable been discovered by **You**.

### b. LIMIT OF LIABILITY

If a claim is made or a suit brought against an **Insured Person** for damages because of bodily injury or property damage to which this coverage applies, caused by an occurrence, we will:

- a. Pay up to our limit of liability for the damages for which the **Insured Person** is legally liable; and
- b. Provide a defense at our expense by counsel of our choice.

We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the occurrence, equals our limit of liability.

### 2. SUPPLEMENTAL PAYMENTS

We will also pay, with respect to any claim we investigate or settle, or any suit against an insured we defend:

- a. Expenses we incur and costs taxed against **You** in any suit we defend.
- b. The cost of bonds:

(1) To release **Your Insured Watercraft** if seized; or

(2) Required in a suit we defend.

We will not pay for bond amounts greater than the Limit of Liability for Coverage B.

- c. Expenses **You** incur at our request for assisting us in the investigation or defense of any claim or suit. We will not pay more than \$100 a day for actual loss of earnings.
- d. Interest on the entire judgment entered by the court. But, we will only pay such interest until we pay, offer or deposit in court our portion of the entire judgment.

### 3. EXCLUSIONS WHICH APPLY TO SECTION B

We will not provide coverage for any person under Section B: Watercraft Liability for:

- a. Any bodily injury or property damage arising out of or resulting from intentional acts or willful misconduct or illegal acts of any person insured under this policy.
- b. Whom benefits are payable under any worker's compensation, non-occupational disability, occupational disease law, Jones Act or Federal Longshoremen's and Harbor Worker's Compensation Act.
- c. Property damage or bodily injury arising out of the transportation of the **Insured Watercraft** on land.
- d. Any liability assumed by an **Insured Person** under any contract or agreement.
- e. Any bodily injury or property damage incurred while the **Insured Watercraft** is being operated in an organized race or speed contest, except for sailing vessels, in which case only damage to masts, spars, rigging, and sails, is excluded.
- f. Any bodily injury or property damage to any **Insured Person**, family member or person who resides in **Your** household.
- g. Fines or penalties imposed by any governmental agency.
- h. Punitive damages.
- i. Any bodily injury to any officer, director, partner or shareholder of any of **You**.
- j. Any bodily injury or property damage arising out of any sexual act, sexual molestation and/or negligent supervision, corporal punishment or physical or mental abuse.
- k. Any bodily injury or property damage arising out of the use of **Your Insured Watercraft** while teak surfing or towing a person in or on a device designed for flight. This applies to para-sails, hang gliders and similar airborne devices.
- l. Any bodily injury or property damage arising out of the rental of **Your Insured Watercraft**.
- m. Damage to property in **Your** care, custody or control.
- n. Property damage due to or resulting from a pollution loss if any of the following apply:
  - 1) liability arising while **Your Insured Watercraft** is on land;
  - 2) if any insured knows, or has reason to know, of the incident and fails to report it as required by law(s);
  - 3) property damage sustained by any insured or resident;
  - 4) bodily injury;

5) liability for natural resource damage unless legal action commences within one (1) year of the incident;

6) unless you provide all reasonable cooperation and assistance with containment and clean-up operations as is required by law or by someone acting under their legal authority.

## SECTION C – MEDICAL PAYMENTS

### 1. COVERAGE PROVIDED

We will pay reasonable and necessary medical and funeral service expenses incurred within one year from the date of the accident causing bodily injury to any person while in, upon, boarding, leaving or towed behind the **Insured Watercraft**. Medical expenses means charges for medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services.

### 2. LIMIT OF LIABILITY

Our limit of liability in any one accident shall not exceed the amount of insurance shown for Section C: Medical Payments on the Declarations Page, regardless of the number of persons involved or claims made in the accident.

We will not pay any amounts paid or recoverable from the injured person's health plan, medical insurance, and other sources of medical payments or benefits.

### 3. ADMISSION OF LIABILITY

Any payment made under this section is not an admission of liability by **You** or us.

### 4. EXCLUSIONS WHICH APPLY TO SECTION C:

We do not provide coverage under Medical Payments:

- a. For any bodily injury incurred during the course of employment to whom benefits are payable under any state or federal compensation law or act.
- b. For liability assumed by an **Insured Person** under contract or agreement.

## SECTION D – UNINSURED BOATOWNERS

### 1. COVERAGE PROVIDED

If an amount is shown for Section ~~E~~: **D**: Uninsured Boater Coverage on the Declarations Page, we will pay the amount which an insured is legally entitled to recover from the owner or operator of an **Uninsured Watercraft** for bodily injury:

- a. Sustained by an insured, **Your** guests or unpaid crew members while aboard the **Insured Watercraft**;
- b. Caused by an occurrence.

The uninsured boater's liability for loss or damage must arise out of the ownership, maintenance or use of an **Uninsured Watercraft**.

### 2. LIMIT OF LIABILITY

The applicable amounts of insurance shown on the declarations page for Coverage D and the rules below set the limit of liability and fix the most we will pay regardless of:

- a. the type of damages or expense incurred;
- b. the number of injured persons or claims made; or
- c. the number of watercraft involved.

This coverage will not apply directly or indirectly to the benefit of any insured under any state or federal compensation law or act.

Payment made for this coverage to or for an **Insured Person** will reduce the amount that person is entitled to recover from Section B: Liability Coverage of this policy.

### 3. ARBITRATION

a. If we and **You** do not agree:

- (1) Whether **You** are legally entitled to recover damages; or
- (2) As to the amount of **Your** damages;

then the matter may be arbitrated at **Your** request or ours. But, disputes about coverage will not be arbitrated.

Each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

b. Each party will;

- (1) Pay the expenses it incurs; and
- (2) Bear the expense of the third arbitrator equally.

c. Unless both parties agree otherwise, arbitration will take place in the county in which **You** live. Local rules of law as to procedure and evidence will apply. A decision by two of the arbitrators will be binding.

### 4. EXCLUSIONS WHICH APPLY TO SECTION D

We do not provide Uninsured Boaters Coverage for:

- a. Any vessel or equipment owned by or furnished or available for the regular use of an **Insured Person** or any **Family Member** or owned by any state or federal governmental unit or agency;
- b. Claims settled without our written permission;
- c. An **Insured Person** using the vessel without permission;
- d. For vessels owned by or furnished for **Your** regular use, or the use of a member of **Your** immediate family or any person insured by this policy;
- e. Where no evidence of physical contact exists between **Your** vessel and an unidentified vessel, or where no evidence of physical contact exists between **Your** vessel and an **Uninsured Watercraft**.

This coverage shall not apply directly or indirectly to benefit any insured or self-insured under any state or federal compensation act.

## SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY

### 1. CHANGES IN POLICY

This policy contains all the agreements between **You** and us. No changes may be made unless they are in writing by us.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage when effective in your state.

### 2. POLICY PERIOD, TERRITORY

This policy applies only to losses which occur during the policy period as shown on the Declarations Page and:

- a. While the **Insured Watercraft** is within the Navigation Limits specified on the Declarations Page and within 100 miles of the Continental United States and Canada.

- b. For **Insured Watercraft** and trailer on shore or being transported by land conveyance within the Continental United States and Canada.

### 3. LAY UP

If a **Lay Up** period is shown on the Declarations Page, **Your Insured Watercraft** must be in safe storage, may NOT be operated, and must not be used for living on board. Failure to comply may result in the denial of coverage.

### 4. PRIVATE PLEASURE ONLY

We do not provide coverage while the **Insured Watercraft** is on exhibition, rented to others, used to carry persons or property for a fee or used for any commercial purposes.

### 5. NO BENEFIT TO OTHERS

No person or organization having custody of the **Insured Watercraft** and being paid for services shall benefit from this insurance.

### 6. ABANDONMENT

If we take any steps to protect damaged property, this does not mean we are accepting an abandonment of the property. And, if **You** take steps to protect damaged property, this does not mean **You** are waiving any rights **You** have to abandon the property.

### 7. SALVAGE

If we have made payment under this policy for loss or damage, and if there is salvage or recovery as a result of that loss or damage, we have the right to recover that salvage or recovery to the extent of our payment. Upon settlement by us of any total loss or where we have paid the policy limits, the salvage, if any shall belong to us at our option, however, there shall be no abandonment to us.

### 8. WAR AND NUCLEAR EXCLUSION

We will not pay for any loss resulting directly or indirectly from:

- a. Radioactive, chemical biological, bio-chemical or electromagnetic contamination;
- b. Discharge of any nuclear weapon (even if accidental);
- c. War, including undeclared war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military, usurped power, martial law, or confiscation by order of any government or public authority.

### 9. CONCEALMENT OR MISREPRESENTATION

All coverage provided by us will be voided from the beginning of this Policy Period if **You** intentionally conceal or misrepresent any material fact or circumstance relating to this contract of insurance, or the application for such insurance which is incorporated herein, whether before or after a loss.

### 10. INSURABLE INTEREST

We will not be liable in any one loss for more than the amount of **Your** insurable interest at the time of loss or more than the amount of coverage afforded by this policy.

### 11. TRANSFER OF INTEREST

All coverage provided by us will terminate upon the sale, assignment, transfer or pledge of the **Insured Watercraft** or of this contract unless prior written consent has been obtained from us.

### 12. LEGAL ACTION AGAINST US

No legal action may be brought against us unless there has been full compliance with all terms of this policy. In addition:

- a. with respect to any claim or loss to **Insured Watercraft**, any suit against us must commence within one (1) year of the date of loss or damage;
- b. with respect to any other claim for loss, no suit may be brought against us until the amount of the covered person's obligation to pay has been determined by final judgments after trial or by written agreement signed by **You**, us and the claimant; any such legal action against us must commence within one year of the date of judgment or written agreement;
- c. no one shall have any right to join us as a part to any action against a covered person;
- d. if any time limitations of this policy are prohibited or invalid under the law, then legal action against us must commence within the shortest limitation of time permitted by such law.

### 13. IMPAIRMENT OF RECOVERY

If **You** agree after a loss to give up **Your** rights to recover damage from any carrier, bailee or other party who may be liable to **You**, this policy will be considered void and will be without effect as to such loss. We will still have the right to retain or recover the premium.

### 14. OUR RIGHT TO BE REPAID

If we make payment for a loss to anyone, or on behalf of anyone who has a right to recover damages from others, we shall take over that person's right to recover the damages. That person must cooperate with us in our efforts to recover the amount which we paid. If we make payment for a loss to anyone or on behalf of anyone who also recovers damages for that loss from others, that person shall hold the proceeds of the recovery in trust for us and shall reimburse us to the extent of our payment.

### 15. NON-WAIVER PROVISIONS

No action on our part after a loss, to recover or save the **Insured Watercraft** from further loss nor any action which we may take in connection with investigation of any loss shall be considered as a waiver of any of our rights under this policy.

### 16. OTHER INSURANCE

If any covered person has any other insurance against a property damage loss covered under this policy, we will not pay for any greater proportion of the loss than our applicable amount of insurance stated on the Declarations Page bears to the total amount of insurance covering the loss. With respect to liability, medical payments and/or uninsured boater loss, any insurance provided by this contract shall be deemed excess over all valid and collectible insurance.

### 17. CANCELLATION

**You** may cancel this policy by returning it to us or our authorized representative and stating, in writing, the future date **You** want it to be cancelled. We may cancel this policy by written notice to **You** at the address shown on the Declarations Page on this policy or last known address. Cancellation by us will be effective as of the date and time shown on the cancellation notice, but not less than fifteen (15) days after the date of mailing the notice. The mailing notice is sufficient proof of notice of cancellation. The date of the cancellation stated in the notice shall become the end of the policy period.

### 18. RETURN PREMIUMS

If this policy is cancelled, **You** may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro-rata basis. If **You** cancel the policy, any return premium will be computed on a 90% pro-rata basis. No premiums will be returned to **You** if we have paid **You** for a total or constructive total loss of the watercraft insured under this policy.

Any return premium will be paid to **You** as soon as possible after the cancellation.

### 19. CONFORMITY TO STATUTES

This policy is subject to established principles and precedents of federal admiralty law of the United States of America, but where no substantive principle or precedent is applicable state law shall apply. Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

### 20. MOLD

We do not under any circumstances insure loss, damage or **remediation** costs caused by or resulting from the presence of **mold**, mildew, or other fungi, their secretions, and dry and wet rot of any kind regardless of the cause, condition or loss that led to their formation or growth.

### 21. MORE THAN ONE NAMED INSURED

If there is more than one person named on the Declarations Page, we will send mail to the first person named there. We will not send copies to the other persons named there.

## SECTION F – GENERAL PROVISIONS IN THE EVENT OF LOSS

### 1. PROTECTION AGAINST LOSS

If **Your Insured Watercraft** or other property covered by this policy is damaged, **You** must take all reasonable steps to protect it from further damage. We will reimburse **You** for reasonable expenses for protecting the property from further damage. Payments for protecting damaged property will be in addition to any other payments we make for losses covered by this policy. However, the most we will pay for protecting damaged property is the coverage limit which applies to that property.

### 2. DUTIES FOLLOWING ANY LOSS

#### a. Notice of Loss

**You** must report in writing to us, or our authorized agent, immediately after the occurrence of any accident, loss, damage or expense that may be covered under this policy. This notice should state when, where, and how the event occurred, and should include the names and addresses of any witnesses. **You** are also required to notify the police and file a police report as soon as **You** are aware that **Your** property has been stolen or vandalized. If **You** do not provide the notice to us as required by this section, we have the right to deny **You** coverage in this policy.

#### b. Proof-of-Loss

**You** must file with us or our authorized agent, immediately after our written request, a detailed proof-of-loss signed and sworn to by **You** setting forth to the best of **Your** knowledge, the facts of the loss. We may also require **You** to submit to an examination under oath. A written, sworn proof-of-loss must be filed with us immediately after completion of services by any person seeking payment by us under Section C: Medical Payments Coverage, or by someone on their behalf. A person presenting a claim for bodily injury must also submit, as often as we request, to physical examinations by physicians of our choice; we will pay for the cost of the examination; and provide us with written authorization for release to us copies of pertinent medical reports and records.



c. **Assistance and Cooperation**

Any person making a claim must:

- (1) Give us immediate notification of the loss, with details as to how, when and where the loss occurred, the property involved, the names and addresses of any injured persons, and the names and addresses of any witnesses;
- (2) Promptly forward to us any legal papers or notices received in connection with the loss;
- (3) Not assume any obligation, admit any liability or incur any expense for which we may be liable without our written permission, except expenses incurred to protect the **Insured Watercraft** from further loss;
- (4) Allow us to inspect and appraise all damaged property, not stolen or otherwise unrecoverable, before it is repaired or disposed of;
- (5) Cooperate with us in the investigation, defense, or settlement of any loss, and agree to be examined under oath if we so request;
- (6) Permit us to examine any records needed to verify the loss and its amount;

- (7) Submit written proof of loss immediately, signed and sworn to by **You** setting forth to the best of **Your** knowledge, the facts of the loss.

3. **CLAIM OR SUIT AGAINST YOU**

If a claim is made or suit is brought against **You** or an **Insured Person** for liability that may be covered under this policy, **You** must immediately notify us and send us every demand, notice, summons or other legal papers received by **You** or **Your** representative. We will also have the option of naming attorneys to represent **You**.

4. **PAYMENT OF LOSS**

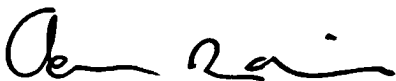
Unless a claim has been paid by others, we will pay for any loss covered under this policy within thirty (30) days after both the detailed sworn proof-of-loss and proof of **Your** interest in the **Insured Watercraft** are given to us and after the earliest of the following:

- a. We reach agreement with you;
- b. Final judgment is rendered in a court of law.

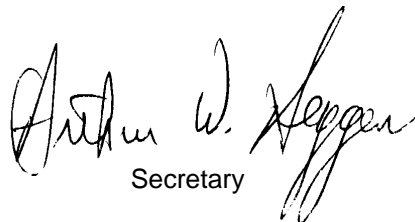
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**SIGNATURES**

In Witness Whereof, we have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations Page by our authorized representative.



President



Secretary

**AMERICAN RELIABLE INSURANCE COMPANY**  
**WATERCRAFT PROGRAM**  
**AGREED VALUE ENDORSEMENT**

This form changes the policy. Please read it carefully.

Section A. Watercraft & Equipment, Valuation is amended to include the following:

In case of a total or Constructive Total Loss covered by this policy, the **Insured Watercraft** shall be valued at the agreed valuation shown on the Declarations Page or on an endorsement to the policy issued by us.

The amount we pay for a partial loss to **Your Insured Watercraft** will be the lowest of:

- a. The cost to repair or replace the damage to **Your Insured Watercraft**;
- b. The amount actually spent for necessary repair or replacement to the damaged portion of **Your Insured Watercraft**;
- c. The amount of Insurance shown on the Declarations Page.

However, the amount we pay for loss to batteries, anti-fouling paint, carpeting, sails, outboard motors and outdrive power units over 5 years old, and upholstery and protective coverings made of vinyl, canvas, plastic or similar materials will be the **Actual Cash Value** of the property at the time of loss.

For insured watercraft over 10 years old, with regard to a total or Constructive Total Loss covered by a peril insured under this policy, we will only pay the **Actual Cash Value** of the property at the time of loss.

All other provisions of this policy will apply.

**AMERICAN RELIABLE INSURANCE COMPANY  
WATERCRAFT PROGRAM  
REPLACEMENT COST ENDORSEMENT**

This form changes the policy. Please read it carefully.

If the insured watercraft is less than 25 months old, the following conditions apply:

**1. What We Will Pay**

- a. We remove our right under Section A – Property Damage Coverage to deduct depreciation from the value of Your **Insured Watercraft** for loss or damage caused by a peril for which you are insured. This coverage is subject to the deductible shown on the Declarations Page of your policy.
- b. The most we will pay is the lowest of the following amounts:
  - 1) Replacement cost at the time of loss without deduction for depreciation;
  - 2) The full cost of repair at the time of loss; or
  - 3) The cost of replacing the **Insured Watercraft** with a new watercraft of the same make and model, similarly equipped.

These amounts include all applicable taxes.

**2. What is Not Covered**

This change does not apply to:

- a. Batteries; or
- b. Betterment of the watercraft resulting from repairing or replacing parts for prior unrepaired damage.

All other provisions of this policy will apply.

# AMERICAN RELIABLE INSURANCE COMPANY

## ADDITIONAL INSURED

ENDORSEMENT NO.

Attached to and made a part of Policy No.

Issued by AMERICAN RELIABLE INSURANCE COMPANY

Name and Address of Additional Insured:

We agree that Section B – Watercraft Liability of this policy is extended to cover the above entity as an additional insured, subject, however, to the following modifications, terms and conditions:

1. The additional insured named in this endorsement is insured only with regard to claims rising out of their interest, if any, in **Your Insured Watercraft** and only with respect to the liability arising out of the negligence of the insured for damages arising out of the ownership, maintenance or the use of the **Insured Watercraft**;
2. This coverage shall not apply with regard to claims made by any insured or additional insured under this policy against any other insured or additional insured under this policy;
3. We agree to waive our right of subrogation under Section B – Watercraft Liability of this policy against the additional insured named above;
4. We will give the additional insured named above ten (10) days written notice before any cancellation of this policy shall be effective;
5. Except as expressly stated in this endorsement, the coverage extended to the additional insured is subject to all the terms and conditions of the policy to which this endorsement is attached.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

# AMERICAN RELIABLE INSURANCE COMPANY

## REPLACEMENT COST PERSONAL EFFECTS

### SECTION A – PROPERTY DAMAGE – Personal Effects

#### VALUATION

Special Amounts of Insurance is added:

Special Amounts of Insurance apply to the following groups of **Personal Effects**. These Special Amounts of Insurance do not increase the total Amount of Insurance provided by SECTION A – Property Damage – Personal Effects. The Special Amount of Insurance for each group is the maximum we will pay for any one loss for all property included in the following groups:

<u>Special Amounts of Insurance</u>	<u>Personal Property Group</u>
\$2,500	Fishing Equipment
\$2,500	Sports Equipment

**SECTION A – Property Damage – Limit of Liability** is changed to read:

The amount we will pay for loss to **Your Personal Effects** will be the lowest of:

1. The replacement cost of the **Personal Effects** at the time of the loss.
2. The amount required to repair or replace **Your Personal Effects**.
3. The Amount of Insurance shown on the Declarations Page.

All other provisions of your policy apply.

# AMERICAN RELIABLE INSURANCE COMPANY

## AMENDATORY ENDORSEMENT – ARKANSAS

**I. SECTION A PROPERTY DAMAGE COVERAGE, 8. APPRAISAL** is amended to include the following:

All appraisal procedures are voluntary and nonbonding and will not deprive you of the right to trial by jury on any question of fact arising under this policy.

**II. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 12. LEGAL ACTION AGAINST US,** is amended to include the following:

**12. Legal Action Against Us**

You may not bring legal action against us unless you have fully complied with all of the policy terms. Suit must be brought within five years after the loss occurs.

**III. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 14. OUR RIGHT TO BE REPAID,** is amended to include the following:

**14. Our Right To Be Paid**

We will be entitled to a recovery, under this provision, only after the person has been fully compensated for damages by another party.

**IV. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 17. CANCELLATION,** is deleted and replaced with the following:

**Cancellation**

You may cancel this policy by returning it to us or by mailing to us a written notice telling us the advance date that cancellation is to become effective.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days and on each renewal, we may cancel it if:

- a. The risk has changed substantially since the policy was issued; or

- b. If you or your representative:

- (1) Conceal, omit or misrepresent any material facts or circumstances;
- (2) Make a false or fraudulent claim;
- (3) Fail or refuse to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed; or
- (4) Have not paid the premium.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your insurance representative. We will also give the same notice to your loss payee.

If there is any refund of premium due you, we will refund it with your cancellation notice or as soon as possible after we mail the cancellation notice. If we or your loss payee cancel this policy, we will calculate any return premium, computed at 90% of the pro rata, subject to any minimum earned premium shown on the Declarations Page.

**The following condition is added:**

**Arkansas – Important Notice**

If fire loss occurs, we are required by state law to furnish relevant information relating to the loss to any state or federal law enforcement or other agency which has responsibility for investigation of fires if:

- the agency requests the information; or
- after investigating the fire, we have reason to believe it was not of accidental origin.

If we provide information to a fire investigation agency, we will:

- notify you of that action within 90 days; and
- send you a copy of the report upon the commencement of civil action or criminal prosecution.

All other provisions of your policy apply.

<i>SERFF Tracking Number:</i>	<i>ASPX-125274936</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Reliable Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025904</i>
<i>Company Tracking Number:</i>	<i>PM AR02381ARF01</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>SCO - Boats</i>		
<i>Project Name/Number:</i>	<i>SCO - Boats/PM AR02381ARF01</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number:	ASPX-125274936	State:	Arkansas
Filing Company:	American Reliable Insurance Company	State Tracking Number:	AR-PC-07-025904
Company Tracking Number:	PM AR02381ARF01		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0000 Inland Marine Sub-TOI Combinations
Product Name:	SCO - Boats		
Project Name/Number:	SCO - Boats/PM AR02381ARF01		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	10/18/2007
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### Comments:

### Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

<b>Satisfied -Name:</b>	A7095E0808-AR-WC	<b>Review Status:</b>	Approved	10/18/2007
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### Comments:

A7095E0807-AR

### Attachment:

A7095E0808-AR-WC.PDF



**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 45%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 45%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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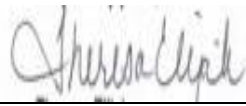
<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>
	Assurant, Inc. Group	0019

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	American Reliable Insurance Company	AZ	19615	41-0735002	

<b>5. Company Tracking Number</b>	PM AR02381ARF01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Theresa Elijah 8655 East Via De Ventura Scottsdale AZ 85258		800-535-1333		

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Theresa Elijah

**Filing Information** (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	09.0 Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	09.0000 Inland Marine Sub-TOI Combinations
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Watercraft Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 03/01/2008      Renewal: 5/1/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	8/27/2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

# Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	PM AR02381ARF01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Dear Commissioner:

American Reliable Insurance Company is submitting a revised form filing for our watercraft program. We are requesting effective dates on and after March 1, 2008 for New Business and May 1, 2008 for Renewal Business.

We have enclosed the required state transmittals as well as the filing memorandum, forms and forms list for this program.

We request the option of moving boxes, reformatting text and changing page size to accommodate system programming and client needs. The language will remain the same as approved by the Department.

We hope you will be in a position to grant favorable consideration to this submission. Should you have any questions or require additional information, feel free to contact me at the e-mail address or telephone number listed below.

Respectfully yours,  
Theresa Elijah  
Regulatory Analyst  
1-800-535-1333, ext 632  
theresa.elijah@assurant.com

[illegible]

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

# AMERICAN RELIABLE INSURANCE COMPANY

## AMENDATORY ENDORSEMENT – ARKANSAS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**I. The DEFINITIONS section is amended as follows:**

Punitive Damages means a penalty or judgment maybe be imposed to punish a wrongdoer and to deter others from similar conduct.

**II. SECTION D – UNINSURED BOATOWNERS.**

**3. ARBITRATION** is amended to include the following:

All arbitration procedures are voluntary and nonbinding and will not deprive you of the right to trial by jury.

**III. SECTION A PROPERTY DAMAGE COVERAGE,**

**8. APPRAISAL** is amended to included the following:

All appraisal procedures are voluntary and nonbinding and will not deprive you of the right to trial by jury on any question of fact arising under this policy.

**III.III. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 12. LEGAL ACTION AGAINST US,** is amended to include the following:

**12. Legal Action Against Us**

You may not bring legal action against us unless you have fully complied with all of the policy terms. Suit must be brought within five years after the loss occurs.

**III.IV. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 14. OUR RIGHT TO BE REPAID,** is amended to include the following:

**14. Our Right To Be Paid**

We will be entitled to a recovery, under this provision, only after the person has been fully compensated for damages by another party.

**IV.V. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 17. CANCELLATION,** is deleted and replaced with the following:

**Cancellation**

You may cancel this policy by returning it to us or by mailing to us a written notice telling us the advance date that cancellation is to become effective.

We may cancel this policy for any reason during the first 60 days we insure you. After the first 60 days and on each renewal, we may cancel it if:

- a. The risk has changed substantially since the policy was issued; or
- b. If you or your representative:
  - (1) Conceal, omit or misrepresent any material facts or circumstances;

- (2) Make a false or fraudulent claim;
- (3) Fail or refuse to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed; or
- (4) Have not paid the premium.

We will mail a cancellation notice to you at least 30 days (10 days if you have not paid the premium) before this policy is cancelled. We will mail a cancellation notice to your last address known to us or your insurance representative. ~~We will also give the same notice to your loss payee.~~

If we decide to cancel this policy, the loss payee or lienholder will be notified:

a. At least 10 days before the date of cancellation takes effect if:

(1) We cancel for nonpayment of premium;  
or

(2) The policy has been in effect for less than 60 days and is not a renewal with us; or

b. At least 20 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the loss payee or lienholder will be notified at least 30 days before the date nonrenewal takes effect.

If there is any refund of premium due you, we will refund it with your cancellation notice or as soon as possible after we mail the cancellation notice. If we or your loss payee cancel this policy, we will calculate any return premium, computed at 90% of the pro rata, subject to any minimum earned premium shown on the Declarations Page.

**VI. SECTION E – GENERAL CONDITIONS AND EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THIS POLICY, 20. MOLD,** is deleted and replaced with the following:

We do not under any circumstances insured loss, damage or remediation costs caused by or resulting from the presence of mold, mildew, or other fungi, their secretions, and dry and wet rot of any kind

regardless of the cause or condition, unless the loss that led to their formation or growth would have otherwise been covered.

**The following condition is added:**

**Arkansas – Important Notice**

If fire loss occurs, we are required by state law to furnish relevant information relating to the loss to any state or federal law enforcement or other agency which has responsibility for investigation of fires if:

- the agency requests the information; or
- after investigating the fire, we have reason to believe it was not of accidental origin.

If we provide information to a fire investigation agency, we will:

- notify you of that action within 90 days; and
- send you a copy of the report upon the commencement of civil action or criminal prosecution.

All other provisions of your policy apply.